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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
AT PORTLAND

BOARDS OF TRUSTEES OF THE PLUMBERS
AND PIPEFITTERS NATIONAL PENSION
FUND, TRUSTEES OF THE U.A. UNION
LOCAL NO. 290 PLUMBER, STEAMFITTER
AND SHIPFITTER INDUSTRY PENSION
TRUST, U.A. UNION LOCAL NO. 290
PLUMBER, STEAMFITTER AND
SHIPFITTER INDUSTRY HEALTH AND
WELFARE TRUST, U.A. UNION LOCAL NO.
290 PLUMBER, STEAMFITTER AND
SHIPFITTER INDUSTRY RETIREE HEALTH
TRUST, U.A. UNION LOCAL NO. 290
PLUMBER, STEAMFITTER AND
SHIPFITTER INDUSTRY VACATION,
SCHOLARSHIP AND EDUCATIONAL
REIMBURSEMENT TRUST, and PLUMBING
AND PIPING MANAGEMENT TRUST FUND,
UNITED ASSOCIATION LOCAL NO. 290
APPRENTICESHIP AND JOURNEYMEN
TRAINING TRUST FUND,

Plaintiffs,

v.

PROFESSIONAL MECHANICAL,
INCORPORATED, an Oregon corporation,
Oregon Registry No. 165135-17, License No.
62837

Defendant.

Case No.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT AND DELINQUENT
CONTRIBUTIONS (ERISA)

COMPLAINT– 1

For their complaint, the plaintiffs allege as follows:

PARTIES, JURISDICTION & VENUE

1. Plaintiffs are the Boards of Trustees of the Plumbers and Pipefitters National Pension Fund, Trustees of the U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Pension Trust, U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Health and Welfare Trust, U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Retiree Health Trust, U.A. Union Local No. 290 Plumber, Steamfitter and Shipfitter Industry Vacation, Scholarship and Educational Reimbursement Trust, Plumbing and Piping Management Trust Fund, and United Association Local No. 290 Apprenticeship and Journeymen Training Trust Fund (hereafter collectively referred to as “Trust Funds”).

2. The Trust Funds are joint labor-management trust funds created under Section 302(c) of the Labor Management Relations Act (“the Act”), 29 U.S.C. § 186(c) and the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §1001, *et seq.* as amended.

3. Defendant Professional Mechanical Incorporated, (hereafter “the Employer”), is engaged in business within the jurisdiction of the court, and such business affects commerce within the meaning of Section 301(a) of the Act.

4. The Employer’s principal offices are located at 1240 East Grant Street, Lebanon, OR 97355.

5. This court has subject matter jurisdiction pursuant to section 502 of ERISA, 29 U.S.C. §1132.

6. Pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), venue is proper in this district, the district in which the Trust Funds are administered.

CAUSE OF ACTION: BREACH OF COLLECTIVE BARGAINING
AGREEMENT/DELIQUENT CONTRIBUTIONS

7. At all material times, the Employer has been a signatory to a master labor agreement (“MLA”) with the Plumbers and Steamfitters Local Union No. 290 of the United Association of the Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO (“Local 290”). Pursuant to the MLA, the Employer is bound by the Trust Agreements, which are incorporated into the MLA by reference.

8. The MLA and Trust Agreements require the Employer to make contributions to the Trust Funds on behalf of covered employees.

9. The MLA and Trust Agreements require the Employer to submit its contributions by the twentieth of the month following the month worked.

10. If an employer fails to remit its contributions by the twentieth of the month following the month worked, liquidated damages, interest and attorney fees are assessed against the delinquent contributions.

11. The Employer failed to make timely contribution payments to the plaintiffs for the hours worked by its employees for the months of February 2015 through August 2016.

12. The Employer owes \$81,074.41 in contributions, \$68,910.27 in liquidated damages, \$326.88 in interest, and attorney fees for the delinquent period of February 2015 through August 2016. The Employer owes an unknown amount for the months of September 2016 through current, the amount to be proved upon motions or trial.

13. Under the terms of the MLA, the Trust Agreements and ERISA section 502(g)(2), the Employer is obligated to pay liquidated damages, interest, reasonable attorney's fees, and costs and expenses of suit to be determined upon motions at trial.

PRAYER FOR RELIEF

Plaintiffs pray for judgment against defendant Professional Mechanical Incorporated as follows:

- A. For judgment of \$81,074.41 in contributions, \$68,910.27 in liquidated damages, \$326.88 in interest, and attorney fees for the delinquent period of February 2015 through August 2016;
- B. For judgment of contributions, liquidated damages, interest, and attorney fees for September 2016 through the date of the judgement herein;
- C. For reasonable attorney fees costs and expenses of suit; and
- D. For such other and further relief as this court deems just and equitable.

DATED this 21st day of September, 2016.

s/ Noelle E. Dwarzski
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